

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

BEATRICE KELLY, and  
RALPH KELLY,

Plaintiffs,

v

METROPOLITAN GROUP PROPERTY  
AND CASUALTY INSURANCE COMPANY

Defendant.

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JOSEPH L. MILANOWSKI (P47335)  
MELAMED, DAILEY, LEVITT &  
MILANOWSKI, P.C.  
Attorney for Plaintiffs  
26611 Woodward Avenue  
Huntington Woods, MI 48070  
(248) 591-5000 (248) 541-9456  
[Fax]  
[joemilanowski@mdlm-pc.com](mailto:joemilanowski@mdlm-pc.com)

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KERRY LYNN RHOADS (P55679)  
SEGAL McCAMBRIDGE SINGER &  
MAHONEY  
Attorney for Defendant Metropolitan  
39475 Thirteen Mile Road, Suite 203  
Novi, MI 48377  
(248) 994-0060 (248) 994-0061  
[Fax]  
[krhoads@smsm.com](mailto:krhoads@smsm.com)

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**NOTICE OF REMOVAL**

TO: United States District Court- Eastern District of Michigan – Southern  
Division  
Macomb County Circuit Court  
Counsel of Record

NOW COMES Defendant, Metropolitan Group Property and Casualty  
Insurance Company, by and through its attorneys, Kerry Lynn Rhoads and Segal  
McCambridge Singer & Mahoney and hereby remove this action and give Notice

to this Honorable Court of the Removal of this Action from the Circuit Court of the State of Michigan, County of Macomb, to the United States District Court for the Eastern District of Michigan, Southern Division, and respectfully states to this Court as follows:

1. Metropolitan Group Property and Casualty Insurance Company is a Defendant in a civil action brought against it in the Circuit Court for the County of Macomb, State of Michigan, entitled *Beatrice Kelly and Ralph Kelly v. Metropolitan Group Property and Casualty Insurance Company*, Case No. 18-0766-CK and that a copy of the Summons and Complaint are attached hereto and constitute all process and pleadings served upon Petitioner in such action. (Exhibit A) Exhibit A constitutes all process and pleadings served upon Petitioner in such action; and that further, no proceedings have been had therein.

2. The above captioned matter is a civil action over which this Court has original jurisdiction on the provisions of Title 28 United States Code, USC section 1332, and is one which may be removed to this Court by the Petitioner, Defendant herein, pursuant to the provisions of Title 28 United States Code, Section 1441, that it is a civil action, wherein the matter in controversy will allegedly exceed the sum or value of \$75,000.00 exclusive of costs, attorney fees, and statutory interest, according to the allegations in the Complaint and it is between citizens of different states, as more fully identified as follows:

a. Defendant, Metropolitan Group Property and Casualty Insurance Company, is a Rhode Island corporation;

b. Plaintiffs are believed to be Ohio residents.

3. Based on the necessary implications of Plaintiff's Complaint, as well as continuing claims therein, this matter in controversy (allegedly) exceeds the sum or value of \$75,000, exclusive of costs, attorney fees and statutory interest demanded in that the Plaintiff seeks damages for homeowners insurance benefits arising out of injuries allegedly incurred by an insured as a result of a fire that occurred on December 3, 2016. (Exhibit A, Paragraph 5) See also Plaintiff's Proof of Loss attached as Exhibit B.

4. That this Petition is filed in a timely and proper manner in as much as service of process upon Metropolitan Group Property and Casualty Insurance Company was made by certified mail on March 8, 2018 and this original Petition for Removal was filed within thirty (30) days thereof.

5. Attached as Exhibit C is a verification of the facts and circumstances set forth in this demand for removal.

THEREFORE, Defendant, Metropolitan Group Property and Casualty Insurance Company, give Notice that the above Action now pending against it in the Circuit Court for the County of Macomb, State of Michigan, is removed therefrom to this Court.

SEGAL McCAMBRIDGE SINGER &  
MAHONEY

By /s/ Kerry Lynn Rhoads

KERRY LYNN RHOADS (P55679)

Attorney for Defendant Metropolitan

39475 Thirteen Mile Road, Suite 203

Novi, MI 48377

(248) 994-0060

Dated: March 26, 2018

**CERTIFICATE OF SERVICE**

I hereby certify that on March 26, 2018, a true and correct copy of the foregoing has been served upon counsel of record via electronic service through MiFiling. In addition, a copy of this document has been filed with this Court's ECF filing system.

/s/ Robyn A. Goldberg  
Robyn A. Goldberg

# ***EXHIBIT A***



**Service of Process  
Transmittal**

03/08/2018

CT Log Number 532928007

**TO:** Bethanne Lee  
MetLife Auto & Home  
700 Quaker Ln, Law Department Area 2C  
Warwick, RI 02886-6669

**RE: Process Served in Michigan**

**FOR:** Metropolitan Group Property and Casualty Insurance Company (Domestic State: RI)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Beatrice Kelly And Ralph Kelly, Pltfs. vs. Metropolitan Group Property and Casualty Insurance Company, Dft.

**DOCUMENT(S) SERVED:** Summons, Attachment(s), Complaint, First Interrogatories, First Request(s),

**COURT/AGENCY:** Macomb County - 16th Circuit Court, MI  
Case # 180766CK

**NATURE OF ACTION:** Insurance Litigation

**ON WHOM PROCESS WAS SERVED:** The Corporation Company, Plymouth, MI

**DATE AND HOUR OF SERVICE:** By Certified Mail on 03/08/2018 postmarked on 03/02/2018

**JURISDICTION SERVED :** Michigan

**APPEARANCE OR ANSWER DUE:** Within 28 days (Document(s) may contain additional answer dates)

**ATTORNEY(S) / SENDER(S):** Joseph L. Milanowski  
Melamed, Dailey, Levitt & Milanowski, P.C.  
26611 Woodward Avenue  
Huntington Woods, MI 48070  
248-591-5000

**ACTION ITEMS:** CT has retained the current log, Retain Date: 03/09/2018, Expected Purge Date: 03/14/2018

Image SOP

Email Notification, CTServiceof Process mah\_sop@metlife.com

Email Notification, Bethanne Lee blee5@metlife.com

**SIGNED:** The Corporation Company

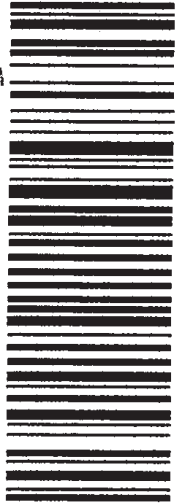
**ADDRESS:** 40600 ANN ARBOR RD E STE 201  
Plymouth, MI 48170-4675

**TELEPHONE:** 213-337-4615

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL®**

MELAMED, DAILEY, LEVITT & MILANOWSKI, P.  
ATTORNEYS AND COUNSELORS  
26611 WOODWARD AVENUE  
HUNTINGTON WOODS, MI 48070-1332



7015 1520 0002 1698 8304

NEOPOST FIRST-CLASS MAIL

03/02/2018

**USPS POSTAGE \$007.30**



ZIP 48070  
041110253823

Metropolitan Group Property and  
Casualty Insurance Company  
c/o The Corporation Company  
40600 Ann Arbor Road E, Suite 201  
Plymouth, MI 48170-4675

4817084675 0021





Approved, SCAO

Original - Court  
1st copy - Defendant2nd copy - Plaintiff  
3rd copy - Return

<b>STATE OF MICHIGAN</b> JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE 16th	<b>SUMMONS AND COMPLAINT</b>	<b>CASE NO.</b> 18-0766-CK
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## Court address

40 North Main Street, Mount Clemens, MI 48043

## Court telephone no.

(586) 469-5351

Plaintiff's name(s), address(es), and telephone no(s).

BEATRICE KELLY and RALPH KELLY

Defendant's name(s), address(es), and telephone no(s).

 METROPOLITAN GROUP PROPERTY AND  
 CASUALTY INSURANCE COMPANY  
 c/o The Corporation Company  
 40600 Ann Arbor Road E, Suite 201  
 Plymouth, MI 48170-4675  
 (734) 983-9042

Plaintiff's attorney, bar no., address, and telephone no.

 Joseph L. Milanowski (P47335)  
 MELAMED, DAILEY, LEVITT & MILANOWSKI, P.C.  
 26611 Woodward Avenue  
 Huntington Woods, MI 48070 (248) 591-5000
**SUMMONS NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued <b>FEB 27 2018</b>	This summons expires <b>MAY 20 2018</b>	Court clerk <i>Karen A. Spranger</i>
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**Family Division Cases** (The following is information required in the caption of every complaint and is to be completed by the plaintiff.)

- ☐ This case involves a minor who is under the continuing jurisdiction of another Michigan court. The name of the court, file number, and details are on page \_\_\_\_ of the attached complaint.
- ☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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**Civil Cases** (The following is information required in the caption of every complaint and is to be completed by the plaintiff.)

- ☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

**VENUE**

Plaintiff(s) residence (include city, township, or village) City of Eastpointe, Michigan	Defendant(s) residence (include city, township, or village) City of Warwick, Rhode Island
Place where action arose or business conducted City of Eastpointe, Michigan	

February 27, 2018

Date

/s/

Signature of attorney/pleader *Joseph L. Milanowski* (P47335)

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.



# KAREN A. SPRANGER

Macomb County  
Chief Deputy Clerk Clerk/ Register of Deeds Deputy Register of Deeds

TO: Court Customer  
FROM: Karen A. Spranger  
Macomb County Clerk / Register of Deeds

CIRCUIT COURT CASE NUMBER:

18-0766-CK

CASE CAPTION:

This is to inform you that the above mentioned case is deemed an eFiling case pursuant to Administrative Order No. 2010-06.

It is MANDATORY that all further filings in this matter are to be filed electronically through the court's eFiling website at:

[http:// mifile.courts.michigan.gov](http://mifile.courts.michigan.gov)

Registration instructions, filing instructions, the administrative order and frequently asked questions can be found on the court's website at:

<http://circuitcourt.macombgov.org/circuitcourt-efiling>

All parties must register with the court and opposing parties one e-mail address for service. Service will be provided electronically to this email address. All parties must also register this email address with the TruFiling e-filing system. Each individual bears the responsibility for the accuracy of the registered email address.

For TrueFiling technical support Please call 1-855-959-8868 or send an email to [support@truefiling.com](mailto:support@truefiling.com).

It is required that you serve this notification to all parties when perfecting service on the complaint. Also if you have not previously provided your email address to our office when submitting documents for filing, it is now required that you furnish it in order for us to update our records accordingly.

If you need help in submitting your filing electronically, assistance is available in the Circuit Court I.T. Department on the 6th Floor. Computers, scanners and staff are available to assist you during normal business hours 8 a.m- 4:30p.m.

Clerk's Office  
40 North Main Street 1st floor, Mount Clemens, MI 48043  
586-469-5120, [clerksoffice@macombgov.org](mailto:clerksoffice@macombgov.org)  
[clerk.macombgov.org](http://clerk.macombgov.org)

Register of Deeds  
120 N. Main Street Mount Clemens, MI  
48043  
586-469-7953, [lregisterofdeeds@macombgov.org](mailto:lregisterofdeeds@macombgov.org)  
[rod.macombgov.org](http://rod.macombgov.org)

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

BEATRICE KELLY, and  
RALPH KELLY,

Plaintiffs,

v.

METROPOLITAN GROUP PROPERTY  
AND CASUALTY INSURANCE COMPANY,

Defendant.

18 - 0766 - CK

Case No. 18- -CK  
Hon.

JENNIFER FAUNCE

MELAMED, DAILEY, LEVITT  
& MILANOWSKI, P.C.  
By: Joseph L. Milanowski (P47335)  
*Attorney for Plaintiffs*  
26611 Woodward Avenue  
Huntington Woods, MI 48070  
T: (248) 591-5000/F: (248) 541-9456  
[joemilanowski@mdlm-pc.com](mailto:joemilanowski@mdlm-pc.com)

**RECEIVED**

FEB 27 2018

KAREN A. SPRANGER  
Macomb County Clerk

**COMPLAINT AND DEMAND FOR JURY TRIAL**

NOW COME Plaintiffs, Beatrice Kelly (f/k/a Beatrice D. Bragg) and Ralph Kelly, by and through their attorneys, Melamed, Dailey, Levitt & Milanowski, P.C., and state the following in support of their complaint:

**COMMON ALLEGATIONS**

1. Plaintiffs, Beatrice Kelly (f/k/a Beatrice D. Bragg) and Ralph Kelly ("The Kellys"), at all relevant times, were residents of Eastpointe, County of Macomb, Michigan.

2. Defendant, Metropolitan Group Property and Casualty Insurance Company (“MetLife”), is a property and casualty insurance entity authorized to insure property in the state of Michigan.

3. At all relevant times, Defendant was doing business in Macomb County, Michigan.

4. The amount in controversy is in excess of \$25,000.00 or is otherwise within the jurisdiction of this Honorable Court.

5. Defendant issued a Homeowners Policy, number 1470006250 (“Policy”), naming Plaintiffs as the named insureds, with a policy period from September 22, 2016 to September 22, 2017, providing coverages for the insured Property for loss from all perils, including coverages for Dwelling in the face amount of \$244,128.00; Private Structures in the amount of \$48,826.00; Personal Property in the amount of \$170,890.00; Loss of Use in the amount of \$61,032.00; along with other miscellaneous coverages.

6. At all relevant times surrounding the application for, acceptance of, issuance and term of the Policy, the residence premises was used as a private residence by Plaintiffs.

7. The Policy was in force and effect on or about December 3, 2016.

8. On or about December 3, 2016, Plaintiffs had an insurable interest in the Property.

9. On or about December 3, 2016, Plaintiffs sustained insured fire losses on the Property.

10. Plaintiffs gave timely notice to Defendant and have substantially complied with all the requirements of said Policy of insurance and applicable Michigan law in making their claim for insurance proceeds resulting from said losses.

11. Notwithstanding Plaintiffs' substantial compliance with all claim procedures and the loss being covered under the terms and conditions of the Policy, Defendant denied Plaintiffs' claim.

12. Specifically, the denial was based upon Defendant's unsupported belief that Plaintiffs did not use the residence premises as a private residence at the time Defendant accepted the Policy, during the Policy term, or at the time of the fire loss.

13. Pursuant to the uncontroverted, sworn testimony of Plaintiffs, they continuously used the residence premises as a private residence from the time of the application and acceptance of the Policy for insurance through the fire loss.

COUNT I – DECLARATORY RELIEF REQUESTED

14. Plaintiffs incorporate the foregoing paragraphs.

15. This Court has subject matter jurisdiction over this claim because Plaintiffs seek declaratory relief and the matter in controversy is within the jurisdictional amount of this Court.

16. Plaintiffs request declaratory relief regarding the improper rescission of the insurance contract and a declaration of coverage for Plaintiffs under said contract.

17. Declaratory relief is proper regarding the subject matter of this action.

18. Defendant improperly and unjustifiably rescinded its contract with Plaintiffs based on its mistaken belief that Plaintiffs did not use the residence premises as a private residence at the time Defendant accepted the Policy, during the Policy term, or at the time of the fire loss.

19. Defendant breached its duties and obligations owed to Plaintiffs under the terms and conditions of the Policy and Michigan law when it improperly rescinded the contract.

WHEREFORE, Plaintiffs respectfully request declaratory relief in the form of an order providing the following judicial declarations:



- A. Plaintiffs used the residence premises as a private residence at the time Defendant accepted the Policy, during the Policy term, and at the time of the fire loss;
- B. Defendant breached its duties and obligations to Plaintiffs when it improperly rescinded the insurance contract;
- C. the insurance contract is valid and provides coverage for the claims or potential claims of the Plaintiffs as a result of their insured property loss on or about December 3, 2016; and
- D. grant all other appropriate and equitable relief that the Court deems proper.

COUNT II – BREACH OF CONTRACT

- 20. Plaintiffs incorporate the foregoing paragraphs.
- 21. Defendant owed Plaintiffs a duty to handle Plaintiffs' claim in good faith and in a fair, reasonable and timely manner.
- 22. Defendant failed to handle Plaintiffs' claim in such a manner.
- 23. Defendant has failed to pay Plaintiffs' claim in the amount they are entitled to, as provided for in the contract of insurance.
- 24. Defendant's failure to timely and fully pay Plaintiffs' claim is in breach of its obligations under the contract of insurance and Michigan law.
- 25. Defendant is required to comply with the Michigan Uniform Trace Practices Act (herein referred to as the "UTPA"), being MCL 500.2001, MSA 24.12001, et seq., as amended, and the terms of the UTPA are implied terms in the Policy.
- 26. Defendant engaged in one or more unfair or deceptive acts or practices in breach of the implied terms of the Policy.

27. Plaintiffs have also suffered and continue to suffer additional economic consequential damages, which were within the reasonable contemplation of the parties when they entered into the contract and/or where the natural consequence of Defendant's breach of contract.

28. Plaintiffs claim contractual and consequential damages from Defendant as a proximate result of its breach of contract in the amount they are found to be entitled, together with costs, interest and attorney fees, as well as other relief to which they may be entitled.

WHEREFORE, Plaintiffs request this Honorable Court enter a judgment against Defendant in the amount Plaintiffs are determined to be entitled, together with costs, interest and attorney fees, as well as other relief to which they may be entitled.

COUNT III – DEFENDANT'S VIOLATIONS OF THE MICHIGAN UTPA

29. Plaintiffs incorporate the foregoing paragraphs.

30. At all relevant times, Defendant was and still is subject to the Michigan UTPA, being MCL 00.2001, MSA 24.12001, et seq., as amended.

31. Defendant is a person within the meaning of the UTPA.

32. Plaintiffs, at all relevant times, were entitled to benefits under the Defendant's contract of insurance.

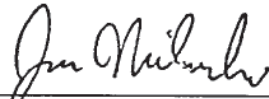
33. Defendant failed to pay Plaintiffs' claim on a timely basis, in violation of the UTPA, MCL 500.2006.

34. Plaintiffs claim interest, as provided for in the UTPA.

WHEREFORE, Plaintiffs request this Honorable Court enter a judgement against Defendant in the amount Plaintiffs are determined to be entitled, together with costs, interest and attorney fees, as well as other relief to which they may be entitled.

Respectfully submitted,

MELAMED, DAILEY, LEVITT  
& MILANOWSKI, P.C.



By: Joseph L. Milanowski (P47335)  
*Attorney for Plaintiffs*  
26611 Woodward Avenue  
Huntington Woods, MI 48070  
T: (248) 591-5000/F: (248) 541-9456  
[joemilanowski@mdlm-pc.com](mailto:joemilanowski@mdlm-pc.com)

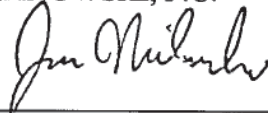
Dated: February 27, 2018

**DEMAND FOR JURY TRIAL**

Plaintiffs, by and through their attorneys, Melamed, Dailey, Levitt & Milanowski, P.C., demand a trial by jury in the above cause.

Respectfully submitted,

MELAMED, DAILEY, LEVITT  
& MILANOWSKI, P.C.



By: Joseph L. Milanowski (P47335)  
*Attorney for Plaintiffs*  
26611 Woodward Avenue  
Huntington Woods, MI 48070  
T: (248) 591-5000/F: (248) 541-9456  
[joemilanowski@mdlm-pc.com](mailto:joemilanowski@mdlm-pc.com)

Dated: February 27, 2018



# ***EXHIBIT B***

Our File No. JDG42679H 147000625-0

Policy Number

AGENCY AT

AGENCY

AMT of Policy at Time of Loss

Date Issued

Date Expires

**SWORN STATEMENT  
IN  
PROOF OF LOSS**

TO THE Met Life Insurance Co OF Michigan  
At the time of loss, by the above indicated policy of insurance, you insured  
Beatrice D. Bragg  
1685 Sprenger, Eastpointe MI 48021  
against loss by Fire upon the property described under Schedule "A", according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin : A Fire loss occurred about \_\_\_\_\_, on 12/3/2016  
The cause and origin of the said loss were : Fire

2. Occupant : The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever : Residential Occupancy

3. Title and Interest : At the time of the loss the interest of your insured in the property described therein was Homeowner  
No other person or persons had any other interest therein or incumbrance thereon except : Ocwen Home Loans

4. Changes : Since the said policy was issued, there has been no assignment thereof, or change of interest use, occupancy possession, location or exposure of the property described, except : None

5. Total Insurance : The total amount of insurance upon the property described by this policy was \_\_\_\_\_ at the time of the loss, as more particularly specified in the apportionment attached under schedule "C", besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

6. The Actual Cash Value of said property at the time of the loss was ..... 124,904.99  
7. The Whole Loss and Damage was ..... 14,137.56  
8. Less Deductible and / or Participation by the Insured ..... 1,000.00  
9. The Amount Claimed under the above numbered policy is ..... 125,904.99

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant, nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof. The amounts herein are contingent upon the information available to the insured and may change upon discovery of new and/or previously undiscovered damages and/or new information.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of OhioCounty of Champaign

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Adjuster



KATHRYN ANNAH HOLDER  
Notary Public, State of Ohio  
My Commission Expires  
June 7, 2021

day of February, 2017

Beatrice Kelly  
BEATRICE KELLY  
[Signature]

Insured

Notary Public / Adjuster

# ***EXHIBIT C***

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

BEATRICE KELLY, and  
RALPH KELLY,

Plaintiffs,

V

METROPOLITAN GROUP PROPERTY  
AND CASUALTY INSURANCE COMPANY

Defendant.

JOSEPH L. MILANOWSKI (P47335)  
MELAMED, DAILEY, LEVITT &  
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KERRY LYNN RHOADS (P55679)  
SEGAL McCAMBRIDGE SINGER &  
MAHONEY  
Attorney for Defendant Metropolitan  
39475 Thirteen Mile Road, Suite 203  
Novi, MI 48377  
(248) 994-0060 (248) 994-0061  
[Fax]  
[krhoads@smsm.com](mailto:krhoads@smsm.com)

## AFFIDAVIT OF COUNSEL

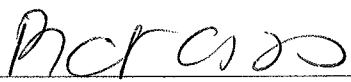
STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND )

Kerry Lynn Rhoads, being first duly sworn, deposes and says, she is a member of the law firm of Segal McCambridge Singer & Mahoney, attorney for Defendant, Metropolitan Group Property and Casualty Insurance Company, herein;

that she has read the foregoing Notice of Removal and she knows the contents thereof; that the same is true to the best of her knowledge, information and belief.

  
Kerry Lynn Rhoads (P55679)

Subscribed and sworn to before me  
this 26th day of March, 2018

  
Robyn Goldberg, Notary Public  
Oakland County, Michigan  
My Commission Expires 04/18/2022

**ROBYN A GOLDBERG**  
**NOTARY PUBLIC - STATE OF MICHIGAN**  
**COUNTY OF OAKLAND**  
**My Commission Expires April 18, 2022**